Terms and Conditions when you Register.

The following Terms and Conditions apply to your application to register to play football. In addition to the standard Football Australia Terms and Conditions, you may be required to comply with the Terms and Conditions of your Member Federation, Association, Club or Competition Administrator, which are outlined below.

FNSW Player Terms & Conditions

FOOTBALL NSW REGISTRATION – JUNIOR PLAYER; SENIOR PLAYER

FOOTBALL NSW REGISTRATION

By registering with Football Australia (**FA**) using the FA Registration System (**Play Football**) (or by registering via your Association's registration system) <u>you</u> (**Member**) (or, if the Member is under 18 years of age, the Member's parent or legal guardian (**Guardian**) and the Member):

- 1. warrant that the information provided is current and correct;
- warrant that the Member holds only one Play Football account or other approved registration account;
- 3. agree to comply with the Football NSW Rules and Regulations and FA Rules and Regulations (as defined in the Football NSW Grievance and Disciplinary Regulations) in relation to the prohibition on dual registration, including, but not limited to, the requirement that a player can be registered with only one club in each form of the game at a time (except in the case of futsal where a player can be registered with a Football NSW Premier League club and a futsal community club at the same time);
- 4. agree to comply with the Football NSW Rules and Regulations and FA Rules and Regulations, including, but not limited to, the Football NSW By-Laws, Football NSW Grievance and Disciplinary Regulations, Football NSW Social Media Policy and applicable Football NSW Competition regulations, copies of

which are available on www.footballaustralia.com.au, www.footballnsw.com.au or on request;

- 5. agree to provide the Member's club with details of any and all football related suspensions the Member is subject to and acknowledge that failing to do so may result in the Member serving an additional suspension and in the Member's club forfeiting any matches in which the Member participates in;
 - 6. acknowledge and agree that the Member must be registered to serve any fixture suspension;
- 7. acknowledge and agree that fixture suspensions must be served in the same age-grade and competition in which they are received and the Member will not be eligible to participate in any match/fixture of any competition until the suspension is served in full;
- 8. acknowledge and agree that fixture suspensions arising from the accumulation of yellow cards must be served exclusively in the competition (and age-grade) in which the yellow card giving rise to the relevant mandatory match suspension was received but that the Member is eligible to play in any other competition (except the Football NSW Men's Competitions and the Football NSW Boys' Youth Competitions if the yellow card giving rise to the relevant mandatory match suspension was received in either of those competitions), event or tournament while serving that suspension;
- 9. acknowledge and agree that any disciplinary decision or determination involving the Member may be published by Football NSW on its website or elsewhere or by a third party (with Football NSW's written consent) in accordance with the Football NSW Grievance and Disciplinary Regulations;
- acknowledge and agree that Football NSW may share any information about its own disciplinary investigations and those of its affiliated/member clubs, Associations and Branches (Football Administrators) with other Football Administrators;

- 11. if the Member is under 18 years of age, you as the Member's Guardian, acknowledge and agree that a failure by the Member and/or you to comply with the Football NSW Rules and Regulations and FA Rules and Regulations, including, but not limited to, the FA Spectator Code of Behaviour, may result in you being sanctioned (including, but not limited to, being banned from attendance at matches and/or training) and may result in the Member being sanctioned (including, but not limited to, suspension or de-registration);
- 12. acknowledge and agree that the liability for the payment of, or the entitlement to a refund of (as the case may be) the Member's registration fee will be determined in accordance with their club, Association and/or Branch's (as the case may be):
 - i. refund policy;
 - ii. Play Football terms and conditions; and/or
 - iii. written agreement with the Member;
- 13. acknowledge that if the Member leaves their club at any time after completing their registration via Play Football, their club, Association and/or Branch (as the case may be) is and remains liable to Football NSW for the payment of the Football NSW and FA component of their registration fee unless one of the following conditions is satisfied:
 - i. the Member cancels their application to register before it is actioned by their club;
 - ii. the Member's application to register is declined by the club;
- iii. in the case of a participant in community football: the Member has not yet played a game for the club and the Member's deregistration is completed and

approved on or before the Deregistration Deadline as communicated by Football NSW from time to time;

- iv. in the case of a participant in a Football NSW competition (e.g. NPL, WNPL etc.): the Member's deregistration is completed and approved before the first round of the applicable competition; or
 - v. Football NSW determines, in its absolute discretion, that exceptional circumstances apply;
- 14. acknowledge and agree that while the relevant entities are entitled to refund the Football NSW and FA component(s) of the Member's registration fee if the Member satisfies one of the conditions referred to in clause 13 above, it is ultimately up to those entities to determine, in accordance with the documents referred to in clause 12 above, whether the Football NSW and FA component(s) of the Member's registration fee will be refunded;

15. acknowledge that you are exposed to certain risks whilst participating in Football including but not limited to physical exertion, contact with equipment and other persons, weather and ground conditions and exposure to potential or actual medical conditions, infections and/or illnesses from communicable diseases (including, without limitation, COVID-19). You acknowledge that accidents can and often do happen which may result in you being injured or even killed, or your property being damaged. You have voluntarily read and understood this warning and accept and assume the inherent risks in participating in Football;

16. acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods and services may be excluded. You acknowledge that these implied terms and rights and any liability of your club, Branch, Association, Football NSW or FA flowing from them, are expressly excluded to the extent possible by law, by these terms and conditions. To the extent of any liability arising, the liability of your club, Branch, Association, Football NSW and/or FA will, at the discretion of your club, Branch, Association, Football NSW and/or FA, be limited to the resupply of the services or the payment of the cost of having the services supplied again;

17. in consideration of Football NSW accepting your registration:

- (a) you release and will release your club, Branch, Association, Football NSW and FA (including each of their directors, officers, employees, agents, contractors and assigns) from all Claims (including for any illness, disability or death) that you have, may have or may have had but for this release arising from or in connection with your registration and participation in Football; and
- (b) you indemnify and will keep indemnified, hold harmless and defend your club, Branch, Association, Football NSW and FA (including their directors, officers, employees, agents, contractors and assigns) to the full extent permitted by law from and against any Claim by any person that may be incurred or sustained by each of them arising as a result of or in connection with your registration and participation in Football, save that the above releases and indemnities shall not apply to the extent that the Claim is caused or contributed to by Football NSW's breach of these terms and conditions or any negligent act or omission or unlawful conduct of Football NSW or its authorised representatives.

Claim means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost, liability or expense however arising including but not limited to negligence, assault or breach of other obligations imposed by law BUT does NOT include a claim against Football NSW by any person entitled to make a valid claim under a relevant Football NSW insurance policy;

18. declare and warrant that you are medically, mentally and physically fit and able to participate in any Football activity. You are not and must not be a danger to yourself or to the health and safety of others. You will immediately notify Football NSW in writing of any change to your medical condition, fitness and ability to participate. If you are feeling unwell you will not attend nor participate in any Football activity; and

19. acknowledge and agree that Football NSW may modify these terms and conditions from time to time by giving you advance notice and the opportunity to consent to any variation. Football NSW may seek to modify these terms and conditions to ensure they are reasonable and appropriate for the ongoing administration of football in Football NSW's jurisdiction. Any notice under these

terms and conditions may be provided to you via your Play Football account, your Association's registration system or your nominated email.

FOOTBALL NSW PERSONAL ACCIDENT INSURANCE INFORMATION – JUNIOR PLAYER; SENIOR PLAYER

FOOTBALL NSW PERSONAL ACCIDENT INSURANCE INFORMATION
All of the information contained below is general in nature and is subject to the
terms and conditions of the Football NSW Personal Accident Insurance Policy
applicable at the time of the injury.

When does Personal Accident Insurance apply?

Personal Accident Insurance provides coverage for participants for injuries sustained while participating in a Football NSW sanctioned activity under the following circumstances:

- Playing in official matches under the auspices of the insured entities;
- Engaged in organised trials, training or practice (including practice and trial matches);
- Travelling directly to or from or between activities described in (a) or (b) above and the participant's normal place of residence, place of employment or place of education;
- Staying away from the participant's home district. including overseas travel during a tour for the purpose of participating in representative matches, and/or any other games duly authorised by the insured entities; and
- Actually engaged in administrative or organised social activities of the insured entities.

What cover is generally provided under a Personal Accident Insurance policy?

Capital Benefits: provides cover in the event of death or permanent disability.

Please refer to your Policy Schedule for full benefit details and limits. Note that the additional cover secured by Football NSW for quadriplegia and paraplegia events is limited under the terms of the Policy to participants aged up to 75 years of age.

Non-Medicare Medical Benefits: provides 100% reimbursement for items that are not claimable, even in part, under Medicare. Please note that Commonwealth legislation (*Health Insurance Act 1973* (Cth)) provides that a Medicare item and the Medicare Gap cannot be reimbursed.

Loss of Income Benefit: provides a weekly loss of income benefit of up to \$250 per week or 85% of the claimant's net income, whichever is the lesser, for up to 52 weeks from the date of injury (a deferral period applies).

Student Tutorial Benefit: provides a benefit of up to \$250 per week for up to 52 weeks from date of injury for student tutoring (a deferral period applies).

Domestic Help: provides for authorised domestic help up to \$250 per week for up to 52 weeks from date of injury (a deferral period applies).

Other benefits as noted in the Policy.

All benefits listed above are subject to Policy terms and conditions, excess, exclusions and limits.

Please refer to the Policy Schedule www.gowgatessport.com.au/football/nsw/ for full benefit details.

Examples of Personal Accident Claims:

Capital Benefit: a participant loses permanent sight in one eye as a result of being hit by a ball. The participant can submit a claim for permanent disablement under the Policy (subject to Policy terms and conditions and applicable limits).

Non-Medicare Medical Benefits: a participant requires a knee reconstruction as a result of an injury sustained while playing at a sanctioned football event. A claim

can be submitted under the Policy for eligible expenses (subject to Policy terms and conditions and applicable limits). Note that items claimable, even in part, under Medicare (including the Medicare Gap) cannot be reimbursed due to the operation of Commonwealth legislation.

How do I make a Personal Accident claim?

Step 1 - access the on-line claim form via the Gow-Gates website (link available from www.footballnsw.com.au);

Step 2 - complete all relevant sections of the on-line claim form; Step 3 - submit the on-line claim form;

What is generally covered under the Football NSW Personal Accident Insurance Policy?

Non-Medicare Medical Benefits up to a maximum of \$5,000 are claimable. Examples include:

Physiotherapy; Chiropractic; Osteotherapy;

Dental;
Ambulance Transport; and
Private Hospital Accommodation; and

Emergency Department Private Hospital Admission

(Please refer to the Policy Wording for Policy Exclusions, Conditions and Applicable Limits).

An excess of \$50 applies to all claims (NIL if in a private health fund).

What is generally NOT covered under the Football NSW Personal Accident Insurance Policy?

Commonwealth legislation prevents an insurer from contributing to expenses which are wholly or partly claimable through Medicare. This means that, generally speaking, expenses for or related to the following are not claimable under the Personal Accident Insurance Policy:

Doctor's Fees (e.g. GP's Fees); Surgeon's Fees;

Specialist's Fees;
Anaesthetist's Fees;
MRI Scans (if they are claimable under Medicare);
X-rays;
Public Hospital Costs; and
Any other item that is a Medicare item, including the Medicare Gap.

Participant v Participant Liability NOT covered:

Neither the Personal Accident Insurance Policy nor the Public Liability Insurance Policy apply to claims or accidents brought by one participant against another participant for personal injury or property damage occurring whilst competing and/practicing in a covered activity.

Other Exclusions:

The following are also not covered:

Please note that coverage limits, excesses, terms, conditions and exclusions apply to all insurance cover under the Football NSW Insurance Program. Football NSW does not hold an Australian Financial Service Licence. Insurance cover is

Self-infliction;

arranged by Gow-Gates Insurance Brokers with certain insurers, for the benefit of the policy beneficiaries.

This information must be read in conjunction with the specific coverage details and documentation including the Policy Wording and/or Product Disclosure Statement. For copies of these documents, please visit www.gowgatessport.com.au/football/nsw/.

Gow-Gates Insurance Brokers advise that the Football NSW Personal Accident Insurance Policy provides basic levels of cover for participants, it is not all encompassing (this is necessary to keep the cost of insurance affordable for all participants) and does not seek to replace the need for private health cover and other insurances.

The information set out above is of a general nature only, it does not take into account your individual needs or financial situation. Football NSW strongly encourages all participants to assess their personal circumstances and decide if they should take out their own private health insurance, life insurance, trauma cover and/or income protection insurance over and above the coverage provided under this Program.

Further Information

For further insurance and claimable benefits information refer to www.footballnsw.com.au or contact Football NSW insurance broker, Gow-Gates at sport@gowgates.com.au or 1300 469 428.

Football Australia - T&Cs

PlayFootball Registration Terms and Conditions

By registering with Football Australia using the Football Australia Registration System (**PlayFootball**) you (the **Member**) (and, if the Member is under 18 years of age, the Member's parent or legal guardian) agree that the following terms and conditions (**Terms**) apply in relation to your/the Member's participation in football:

Information you provide

1. You warrant that the information provided in this registration form is current and correct.

Football Australia Rules and Regulations

- 2. You agree that you are bound to, and will comply with, the Football Australia Statutes, including the National Registration, Status and Transfer Regulations, National Code of Conduct and Ethics (Code), National Disciplinary Regulations, National Anti-Doping Policy, Member Protection Framework and Grievance Procedure, copies of which are available on
- https://www.footballaustralia.com.au/governance/statutes-and-regulations or on request, as well as agreeing that you are bound to, and will comply with, the rules, regulations and policies specific to the Member Federation of the state or region to which you are registering;
- 3. You agree to comply with the Laws of the Game and the Competition Administrator's and Member Federation's Competition Rules, regulations and policies.
- 4. If you elect to register as an amateur, you warrant that you are an amateur as defined by the Football Australia Statutes and you do not receive any money or consideration for participating in football (other than the reimbursement of reasonable participation expenses);

Betting and Match Fixing

5. You acknowledge that Members are not permitted to bet on any football Matches, as set out in the Code. Further, you acknowledge that you must not manipulate any match, or event within a match, or share any inside information in relation to a Match or Competition in breach of the Code. You acknowledge that any breach of these provisions of the Code may result in disciplinary sanctions and if any criminal activity is suspected, the matter may be referred to the police.

Payment of fees

6. You acknowledge and agree that you must pay your registration product fees to your Club via the online payment gateway, which may include via PlayFootball, or directly in person.

Use of your Image

7. Football Australia acknowledges and respects the sensitive nature of a Member's (particularly a child's) name, likeness, voice, quotes, comments, biographical information and/or audio-visual images (**Image**). Without limiting clause 17 below, Football Australia, the Member Federation, the Competition Administrator or the Club (**Football Administrators**) may use your Image from time to time for educational or game development purposes (including the capture and use of training and match footage for coaching and technical analysis), or in order to promote and market the game of football.

Each Member is required to provide an identifiable, passport-style image (*Registration Photograph*). Registration Photographs are collected and stored in accordance with Football Australia's Privacy Policy and used or disclosed to third parties for the purposes of (i) verifying a Member's identity and registration, (ii) ensuring compliance with and enforcing the Football Australia Statutes, (iii) maintaining the integrity of football matches, competitions and events, (iv) investigating and taking action in the event that applicable laws or regulations are breached, and (v) any other purpose for which you provide consent from time to time.

Football Administrators may capture a Member's Image obtained via use of referee body cameras, where such body cameras are worn and used in permitted competitions forming part of any official trial approved by Football Australia and the International Football Association Board. The use of Member's Images obtained via this means will be used for the purposes of informing the official trial

and managing the safety, security and integrity of football matches and competitions.

Where the Member's Image is of a child, Football Australia will only record, and subsequently use, reproduce, publish or broadcast the Member's Image (including Registration Photographs)_ in accordance with its Safeguarding Policy, in particular, sections 5.4 (Taking Images and Videos of a Child) and 5.5 (Use and Storage of Images and Videos of Children). A copy of the Safeguarding Policy is available at

https://www.footballaustralia.com.au/governance/member-protection-framework.

- 8. You consent to the Football Administrators and their representatives, agents and assigns using, recording, reproducing, publishing and broadcasting your Image for the reasons described in clause 7, subject to the Safeguarding Policy and local laws. Further, you forever discharge and release the Football Administrators from all liability related to the use of the use of your Image in accordance with these Terms.
- 9. You acknowledge that (with the exception of the Registration Photograph) copyright and all associated rights in any recording, reproduction, publication or broadcast contemplated by clauses 7 and 8 (**Recording**) is owned by Football Australia (or the relevant Football Administrator, as the case may be), consent to the Football Administrators editing, producing, amending and adapting such Recording, and agree that you will not enforce any moral rights that you may have in such Recording.

Risks of participating

- 10. You acknowledge and agree that there are inherent risks associated with participating in football that may result in personal injury and possible exposure to and illness from communicable diseases (including without limitation COVID-19) and you accept and agree to fully bear those risks.
- 11. You grant Football Administrators and their staff and volunteers permission to administer first aid to, and (if reasonably required) call an ambulance for you in the event of any personal injury during your participation in football and you

undertake to pay or reimburse costs incurred for any such medical attention and ambulance transport.

12. You agree not to bring any claim or proceeding against any Football Administrator (including each of their directors, officers, employees, agents, contractors and assigns) at any time for any damage, loss, injury, illness, disability, death or liability that you may suffer or incur in connection with or arising out of your participation in football. Except for liability that by law cannot be excluded, the Football Administrators exclude all liability to you in tort (including negligence), contract or otherwise for acts or omissions of the Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns).

Indemnity, insurance and limitation of liability

- 13. You agree to indemnify, and will continue to indemnify, hold harmless and defend Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns) from and against all actions, proceedings, suits, claims, liabilities, damage, costs and expenses that may be incurred or sustained by each of them arising out of any person commencing any proceedings against you for any assault, negligence and/or breach of the Football Australia Statutes, Laws of the Game and/or Competition Administrator's Competition Rules, except to the extent that any liability, loss or damage is solely and directly caused by the wilful misconduct or negligence of those indemnified.
- 14. You acknowledge that the Member Federation of the Club will provide insurance to cover injuries sustained while participating in football and football related activities for that Club or Member Federation, subject to the scope and coverage as prescribed by that Member Federation. A copy of the insurance policy will be provided by your Club's Member Federation upon request, including details of the applicable benefits (such as death and capital benefits, loss of income and non-Medicare medical expenses), exclusions, maximum benefits and deductibles.
 - 15. You acknowledge that if you suffer any injury (including illness, disability or death) whilst participating in football activities and a cause of injury was the negligence, assault or breach of other obligations imposed by laws, then the liability of Football Administrators (including each of their directors, officers, employees, agents, contractors and assigns) is limited to the extent of any applicable insurance policy held by the Football Administrators and the amount which such insurer pays under the policy or applicable statutory insurance scheme.
- 16. You acknowledge and agree that Football Administrators are not liable to you for any loss or damage you suffer as a result of Competitions or Matches being

cancelled, postponed or changed.

Privacy and your personal information

17. You acknowledge that the personal information that Football Australia collects from you is used and disclosed for the purposes set out in our Privacy Policy, including processing your registration, the organisation, conduct and promotion of Competitions and Matches, the provision of football-related information and offers from Football Administrators, and information about our commercial partners, tickets and events as part of the Football Australia Football Family. You further acknowledge that Football Australia may use third parties to collect your personal information or give them your information to help us run football or as required by law (such as IT providers, venue operators or ticketing operators). A copy of the Privacy Policy is available on

https://www.footballaustralia.com.au/governance/statutes-and-regulations You may request access to your personal information that Football Australia holds by sending an email to privacy@footballaustralia.com.au.

- 18. You consent to the collection, use and disclosure of your personal information as described in clause 17. If you do not want to receive certain information from Football Administrators (other than communications that are reasonably necessary for the administration of football) and their commercial partners, you will be given an opportunity to opt out of such communications.
- 19. You acknowledge that in addition to clause 17, Football Australia may also seek to gather more detailed information about Members in order to adopt a more needs-based approach to the development of the game of football, including to ensure that football is a more inclusive sport, to expand the scope and effectiveness of our indigenous programs and to formulate a comprehensive youth and schools strategy.

Grievances in football

20. You agree to submit exclusively to the jurisdiction of the Football Australia Grievance Procedure and the Member Federation's grievance procedure and to not attempt to resolve any dispute or grievance the subject matter of the Football Australia Statutes in a court of law or by any other method.

Period of registration

21. You acknowledge and agree that registration is with the Club until the later of the end of the Season or the time as specified in the Competition Rules, which may be specified in PlayFootball.

De-registration and transfers

- 22. You acknowledge and agree that if you wish to cancel or transfer your registration, you must comply with the process outlined in the National Registration, Status and Transfer Regulations.
- 23. You acknowledge and agree that Football Australia may de-register you at any time by notice in person or in writing to the address or email address provided as part of your registration, including in the event that you breach these Terms or do not comply with its incorporated documents, such as the Football Australia Statutes and the Competition Administrator's Competition Rules.

Use of PlayFootball system

24. You agree that by using PlayFootball, you:

- (a) are deemed responsible for the actions of any person that you authorise for access by providing a system login, which includes staff and management / operational staff and association / club management personnel;
- (b) must not grant logins or pass on login or password information to any person, party or affiliate who does not require access to complete your registration;
- (c) must not in any way use or attempt to use PlayFootball, as determined by a Football Administrator, to:
- (i) breach or attempt to breach or to be involved in a breach or attempt to breach any law, order, regulation or code of conduct;
 - (ii) engage in any action, conduct or otherwise which results in or attempts to result in any damage to property or injury to person;
- (iii) send unsolicited communications, including any spam type communications; (iv) upload or promulgate pornographic or offensive images or material;
- (v) enable or attempt to enable a minor to access material that is inappropriate for a minor or to establish contact with a minor not otherwise known to you;
- (vi) incite or attempt to incite discrimination, hate or violence towards any person or group because of their race, religion, gender, sexual preference, nationality or any other characteristic that would otherwise be prohibited under the relevant anti-discrimination legislation;

- (vii) send or attempt to send material or communications that are or likely to be obscene or defamatory;
- (viii) send or attempt to send any communication that is or is likely to be offensive or abusive;
- (ix) provide or promote or attempt to provide or promote any deceptive business or marketing practice, which may include any pyramid selling schemes or unlawful gambling activities;
- (x) engage, or attempt to engage, in conduct that is, does or is likely to infringe the Football Administrators' or any other person's rights, which may include but is not limited to intellectual property rights or moral rights;
 - (xi) use or attempt to use any person's confidential information; or (xii) engage in any other conduct, action, use or behaviour that a Football Administrator considers to be against the interests or reputation of the Football Administrators or football generally; and
- (d) acknowledge that you must not in any way interfere with or use the intellectual property or any other rights vested in PlayFootball or the underlying systems.

Changes to these Terms

25. You acknowledge and agree that Football Australia may modify these Terms from time to time by giving you advance notice and the opportunity to consent to any variation. Football Australia may seek to modify these Terms to ensure they are reasonable and appropriate for the ongoing administration of football in Australia. Any notice under these Terms may be provided to you via your Football Account or nominated email.

Interpretation

26. Capitalised words used in these Terms and conditions have the meaning given to them in the Football Australia Statutes, unless the context requires otherwise or unless otherwise defined within these Terms. A reference to "you" and "your" is to be interpreted to include the Member where the parent or legal guardian is registering a Member who is under 18 years of age.

By registering and paying your fees to join Lindfield Football Club you agree to our Terms and Conditions including, but not limited to:

- * LFC Fees and Refund Policy
- * COVID and Health and Safety guidelines
- * Code of Conduct: Player, Parent & Spectator, Volunteers and Coaches
- * Active Kids Voucher Program: vouchers not entered at the time of registration cannot be 'refunded' or cashed in, however they can be used against coaching fees.
- * If claiming a Discount eg Family, Student, Financial Hardship you acknowledge that your circumstances ensure you are entitled to it.
- * Club Emails refer to all club correspondence from both Lindfield Football Club and Lindfield Sports Centre (can be unsubscribed separately to Football Club correspondence)
- * The Play Football Receipt states that the fees include GST please note any voluntary contribution to Project 2023 are not subject to GST.

For more information please see our Website